

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND NORTHERN VALLEY CATHOLIC SOCIAL
SERVICE, INC. FOR
THE PROVISION OF CAL-LEARN CASE MANAGEMENT SERVICES**

This Second Amendment is entered into between the County of Shasta, a political subdivision of the State of California ("County"), and Northern Valley Catholic Social Service, Inc., a California corporation, ("Contractor").

RECITALS

WHEREAS, County and Contractor have previously entered into an agreement on June 24, 2014, effective July 1, 2014, to provide Cal-Learn case management services ("Original Agreement"); and

WHEREAS, the original Agreement was amended by a first amendment ("First Amendment") on and effective June 28, 2016 to revise contract responsibilities, decrease compensation for Fiscal Years (FY) 2014-15 and 2016-17, extend the term through December 31, 2017, and increase overall maximum compensation by \$48,750; and

WHEREAS, the Original Agreement and the First Amendment shall be collectively referred to herein as "Agreement"; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the term of the Agreement through June 30, 2018, increase the maximum amount payable for FY 2017-18 from \$81,250 to \$98,482, add to amend other provisions and attachments, and add a new Section 29, COUNTY'S RIGHT OF SETOFF.

NOW, THEREFORE, the Agreement is amended as follows:

- I. Subsections C, D, and F of Section 2. **RESPONSIBILITIES OF CONTRACTOR** which were revised in the First Amendment to the Original Agreement are amended as of the effective date of this Second Amendment in their entirety to read as follows:

C. Meetings with County.

Pursuant to the terms and conditions of this agreement, Contractor shall:

- (1) Coordinate and facilitate a Monthly Meeting with County at a date, time, and location mutually agreed upon by Contractor and County. If Contractor and County cannot mutually agree, County shall determine the date, time and location of the meeting;
- (2) Provide to County at the Monthly Meeting, a printed copy, listing Participants only, of the current Lodestar client roster;

- (3) Actively participate in the completion of the Cal-Learn Teen Updates Report, **Attachment G**, attached and incorporated herein, at each Monthly Meeting; and
- (4) Meet at least once each quarter during the term of this agreement with the Program Manager or his/her designee(s) to update the Cal-Learn Handbook, with the update to be completed by June 30 of each County Fiscal Year.
- (5) Ensure, at a minimum, one representative shall consistently attend recurring CalWORKs Management Council meetings as scheduled.

D. Trainings and Reports.

Pursuant to the terms and conditions of this agreement, Contractor shall:

- (1) Provide at a minimum, one in-service training at County's request, regarding Contractor's Cal-Learn case management policies and procedures. Contractor and County shall mutually agree upon the topic, date, time, and location of the in-service training. If Contractor and County cannot mutually agree, County shall determine the topic, date, time, and location of the in-service training;
- (2) Provide a training report ("Training Report") that summarizes training given to County staff by Contractor's staff and training attended by Contractor's staff using the Cal-Learn Staff Training Report, **Attachment H**, attached and incorporated herein. The Training Report shall be submitted by July 15 of each County Fiscal Year to the County Employment Services Program Manager at P.O. Box 496005, Redding, CA 96049-6005;
- (3) Complete parts A through D of the Cal-Learn Program Teen Parent Monthly Status Report ("STAT 45"), **Attachment I**, attached and incorporated herein, and submit monthly to the County Welfare-to-Work Program Analyst at P.O. Box 496005, Redding, CA 96049-6005, by the 15th of the month following the report month.

F. Record Keeping/Reporting.

- (1) Contractor shall maintain, in the State of California, and in a form acceptable to County: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Contractor pursuant to this agreement; and (ii) records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Sections 2.A., 2.B., 2.C. and 2.D. of this agreement (collectively, the "Agreement Records"). All Agreement Records shall be open for audit and review by County, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of

this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.

- (2) Contractor shall provide all information pertaining to this agreement necessary for reports required by County, and by the state or federal government. Contractor shall fully cooperate with County in providing any information and/or records needed by any government entity concerning this agreement.
- (3) Contractor shall provide financial information and/or records pertaining to Contractor agency including, but not limited to: audited financial statement from audit performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.
- (4) Contractor shall provide monthly summary reports ("Summary Report(s)") using for County Fiscal Years 2015-16 and 2016-17, **Attachment J-1**, attached and incorporated herein, and for County Fiscal Year 2017-18, **Attachment J-2**, attached and incorporated herein, which shall include, but not be limited to, the following:
 - (a) Total number of referrals received from CalWORKs for CalLearn services;
 - (b) Total number of teen parents screened/referred for other Home Visitation Services;
 - (c) Total number of teen parents who graduated from high school or attained a GED and also completed a FAFSA;
 - (d) Total number of teen parents who graduated from high school or attained a GED and also enrolled in post-secondary education; and
 - (e) Total number of teen parents with repeat pregnancies.

The Summary Report(s) shall be due on the 15th of the month following the report month, and shall be submitted to the County CalWORKs Employment Services Manager at P.O. Box 496005, Redding, CA 96049-6005. The Summary Report(s) due on July 15, 2015, July 15, 2016, July 15, 2017, and July 15, 2018 shall include the annual totals for the preceding 12-month period (July - June).

- II. Section 4. **COMPENSATION**, which was revised in the First Amendment to the Original Agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

Section 4. COMPENSATION.

- A. In accordance with the budget (the "Budget") as prescribed in **Attachment L-2** of this agreement, attached hereto and incorporated by this reference, County shall pay to Contractor, for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement, a maximum of:
- (1) \$178,750 for County Fiscal Year 2014-15;
 - (2) \$162,500 for County Fiscal Year 2015-16;
 - (3) \$162,500 for County Fiscal Year 2016-17;
 - (4) \$98,482 for County Fiscal Year 2017-18; and
 - (5) However, if the submission of a CAP is required pursuant to Section 2.B.(2) of this agreement, and the CAP is determined to be unsatisfactory by the CalWORKs Program Manager, or HHSA Branch Director, the total reimbursement of expenses that County shall pay to Contractor, pursuant to Section 5.A., shall be reduced by 25 percent as long as a CAP is in effect.
- B. In no event shall the maximum amount payable under this agreement exceed \$602,232.
- C. Contractor's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of this agreement.

- III. Section 6. **TERM OF AGREEMENT**, which was revised in the First Amendment to the Original Agreement is amended as of the effective date of this Second Amendment in its entirety to read as follows:

Section 6. TERM OF AGREEMENT.

The term of this agreement shall begin July 1, 2014 and end June 30, 2018, except as to: 1) the final invoice as required by Section 5.A of this agreement; 2) the final Cal-Learn Staff Training Report as required by Section 2.C(2) of this agreement; 3) the final Summary Report as required by Section 2.C(3) of this agreement; and 4) the final Cal-Learn Program Teen Parent Monthly Status Report as required by Section 2.C(4) of this agreement, which shall be due July 15, 2018. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that

funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

- IV. Subsections A, and E of Section 15. **COMPLIANCE WITH LAWS; NONDISCRIMINATION**, of the Agreement are amended as of the effective date of this Second Amendment in their entirety to read as follows:

- A. Contractor shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- E. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this section.

- V. Section 29. **COUNTY'S RIGHT OF SETOFF**, is added to the Agreement as of the effective date of this Second Amendment as follows:

Section 29. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against—any compensation owed to Contractor or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Contractor or its subsidiaries.

- VI. As of the effective date of this Second Amendment, **Attachment J-1**, attached to the First Amendment, entitled “Summary Report(s)” is replaced with **Attachment J-2**, entitled “Summary Report(s)”, attached and incorporated herein. All references in the Agreement to **Attachment J or Attachment J-1**, shall be construed as references to **Attachment J-2** from the effective date of the Second Amendment. **Attachment J** shall govern the term of the Original Agreement between June 24, 2014 and the effective date of the First Amendment, and **Attachment J-1** shall govern the terms of the Agreement between June 28, 2016 and the effective date of this Second Amendment.
- VII. As of the effective date of this Second Amendment, **Attachment L-1**, attached to the First Amendment, entitled “Budget” is replaced with **Attachment L-2**, entitled “Budget”, attached and incorporated herein. All references in the Agreement to **Attachment L or Attachment L-1**, shall be construed as references to **Attachment L-2** from the effective date of the Second Amendment. **Attachment L** shall govern the term of the Original Agreement between June 24, 2014 and the effective date of the First Amendment, and **Attachment L-1** shall govern the terms of the Agreement between June 28, 2016 and the effective date of this Second Amendment.

VIII. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

IX. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Contractor.

X. **EFFECTIVE DATE**

Unless otherwise provided, this Second Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this Second Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A. KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 6/14/17
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 06/15/17
Risk Management Analyst

CONTRACTOR

Date: 6.19.17

Cathleen E. Wyatt, Executive Director
Northern Valley Catholic Social Service, Inc.

Tax I.D.#: On file

Cal-Learn Services Summary FY 17/18

Month	# of Referrals Received	# of Parents Screened for Other Services	# of Parents Referred for Other Services	# of Parents Who Received a HSD or GED	# of Parents Who Completed FAFSA	# of Parents Who Enrolled in Post-Secondary Education	# of Parents with Repeat Pregnancies
July				HSD: GED:			
August				HSD: GED:			
September				HSD: GED:			
October				HSD: GED:			
November				HSD: GED:			
December				HSD: GED:			
January				HSD: GED:			
February				HSD: GED:			
March				HSD: GED:			
April				HSD: GED:			
May				HSD: GED:			
June				HSD: GED:			

Northern Valley Catholic Social Service, Inc.

Cal-Learn Budget

Shasta County Health & Human Services Agency
1810 Market Street
Redding, CA 96001

Northern Valley Catholic Social Service, Inc.
2400 Washington Avenue
Redding, CA 96001

	Multi-Year Service Budgets																	
	Budget Period		Budget Period		Budget Period		Budget Period		Budget Period		Total							
	07/14 - 06/15		07/15 - 06/16		07/16- 06/17		07/17- 12/17		07/17- 6/18		Budgeted Costs							
	Original Budget		First Amendment		First Amendment		First Amendment		Change		Revised Budget		First Amendment		Change		Revised Budget	
Personnel/Position	FTE		FTE					FTE										
New Hire/County/Regional Director	5%	3,772.00	2.50%	1,943.00	1,943.00	971.50	1,110.50	2.50%	2,082.00	8,629.50	1,110.50	9,740.00						
Program Manager	20%	10,408.00	5.00%	2,680.00	2,680.00	1,340.00	182.00	2.50%	1,522.00	17,108.00	182.00	17,290.00						
Case Manager I	75%	21,731.00	75.00%	23,743.00	23,743.00	11,871.50	21,749.50	90.00%	33,621.00	81,088.50	21,749.50	102,838.00						
Case Manager I	70%	26,150.00	75.00%	28,858.00	28,858.00	14,429.00	(14,429.00)		-	98,295.00	(14,429.00)	83,866.00						
Program Technician	35%	12,325.00	42.50%	14,966.00	14,966.00	7,483.00	(4,053.00)	10.00%	3,430.00	49,740.00	(4,053.00)	45,687.00						
Fringe Benefits		29,813.00		30,535.00	30,535.00	15,267.50	681.50		15,949.00	106,150.50	681.50	106,832.00						
Total Salaries and Benefits		\$104,199.00		\$102,725.00	\$ 102,725.00	\$ 51,362.50	\$ 5,241.50		\$ 56,604.00	\$ 361,011.50	\$ 5,241.50	\$ 366,253.00						
Operating Expenses																		
Office Expenses/Supplies		8,384.00		2,391.00	2,391.00	1,195.50	4.50		1,200.00	14,361.50	4.50	14,366.00						
Equipment		-		-	-	-	-		-	-	-	-						
Rents/Leases		11,000.00		11,250.00	11,250.00	5,625.00	4,375.00		10,000.00	39,125.00	4,375.00	43,500.00						
Utilities/Communications		5,300.00		4,875.00	4,875.00	2,437.50	2,162.50		4,600.00	17,487.50	2,162.50	19,650.00						
Travel		5,000.00		4,000.00	4,000.00	2,000.00	400.00		2,400.00	15,000.00	400.00	15,400.00						
Employee Cost/Fees		400.00		-	-	-	-		-	400.00	-	400.00						
Software		-		-	-	-	-		-	-	-	-						
Insurance		6,252.00		6,163.00	6,163.00	3,081.50	313.50		3,395.00	21,659.50	313.50	21,973.00						
Fees & Licenses		1,500.00		1,500.00	1,500.00	750.00	450.00		1,200.00	5,250.00	450.00	5,700.00						
Postage and Copies		6,000.00		2,500.00	2,500.00	1,250.00	1,000.00		2,250.00	12,250.00	1,000.00	13,250.00						
Printing		-		-	-	-	-		-	-	-	-						
Training		800.00		-	-	-	-		-	800.00	-	800.00						
Contract Services		1,200.00		1,200.00	1,200.00	600.00	600.00		1,200.00	4,200.00	600.00	4,800.00						
Client Cost of Care		3,000.00		4,100.00	4,100.00	2,050.00	(50.00)		2,000.00	13,250.00	(50.00)	13,200.00						
Maintenance Labor and Supplies		2,400.00		600.00	600.00	300.00	487.00		787.00	3,900.00	487.00	4,387.00						
Total Operating Expenses		\$ 51,236.00		\$ 38,579.00	\$ 38,579.00	\$ 19,289.50	\$ 9,742.50		\$ 29,032.00	\$ 147,683.50	\$ 9,742.50	\$ 157,426.00						
Other Expenses																		
Capital Assets		-		-	-	-	-		-	-	-	-						
(OTHER – Please Specify)		-		-	-	-	-		-	-	-	-						
Total Other Expenses		-		-	-	-	-		-	-	-	-						
Total Expenses		155,435.00		141,304.00	141,304.00	70,652.00	14,984.00		85,636.00	508,695.00	14,984.00	523,679.00						
Administrative Cost (Not to exceed 15% of Total Expenses)		23,315.00		21,196.00	21,196.00	10,598.00	2,248.00		12,846.00	76,305.00	2,248.00	78,553.00						
Totals		\$178,750.00		\$162,500.00	\$ 162,500.00	\$ 81,250.00	\$17,232.00		\$ 98,482.00	\$ 585,000.00	\$17,232.00	\$ 602,232.00						